Order Agreement

1) Check the details below:

Please initiate the following subscription:

Product	Quantity	Start	Net Price
Diio Mi	Number Of Users: 4	02/01/2025	USD 21,091.20
		Total Price	**USD 21,091.20**

Contract Term: 1 Year(s) 0 Month(s) 0 Day(s)
Billing Frequency: One Time

IMPORTANT. This Order Form is subject to the Data Services Terms and Conditions, Parts A (Core Terms) and B (Data Terms), as attached hereto as Annex I. Cirium may refuse any order. Defined terms used in this Order Form have the meanings given to them in the Terms. In the event of a conflict between this Order Form and the Terms, this Order Form shall prevail. Neither these Terms, nor any order or associated Order Form shall be modified by any purchase order submitted by Customer, even if such purchase order is accepted by Cirium. Standard payment terms are thirty (30) days from invoice date. The term of this Order Form will commence on the Start Date.

Renewal: This Order Form will not automatically renew. The Order Form will only renew upon written agreement of the parties.

The fees due for each Renewal Term shall be assessed at the then current prices for the Cirium Product ordered.

2) Your company and your details:

Sold To Company	City of San Jose, Norman Y. Mineta San Jose International Airport	**Name**	Mark Kiehl
Street Address	1701 Airport Blvd, Suite B1130	**Title**	Director, Air Service Development
City, State, Post/Zip Code	San Jose, CA, 95110	**Dept.**	Air Service Development
Country	United States	**Phone**	408-392-3624
		Email	mkiehl@sjc.org

3) Your Invoice address

Bill To Company	City of San Jose, Norman Y. Mineta San Jose International Airport	**Name**	Mark Kiehl
Street Address	1701 Airport Blvd, Suite B1130	**Title**	Director, Air Service Development
City, State, Post/Zip Code	San Jose, CA, 95110	**Dept.**	
Country	United States	**Phone**	408-392-3624
		Email	mkiehl@sjc.org

Purchase Order No.
Sales Tax Exemption Number

City of San Jose, for an on behalf of Norman Y. Mineta San Jose International Airport		LNRS Data Services Inc. trading as Cirium	
Signature:		**Signature:**	
Name:		**Name**	
Position:		**Position:**	
Date:		**Date:**	

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5) Please send your Order Form to:	Office Use Only
Sales Contact: Sarah Asinof **Email:** sarah.asinof@cirium.com **Telephone:** **Post:** LNRS Data Services Inc, Registered in Texas, USA **Number:** 76-0199035. **Registered Office:** 2727 Allen Parkway, Suite 800, Houston, Texas 77019 USA **Payment Terms:** 30 Days **For reference:** Invoices corresponding to this order confirmation will be submitted from LNRS Data Services and addressed to your Accounts Payable Department.	**Order Mode:** Renewal **Opportunity Number:** 745328 **Contract Number/Prior Contact:** 00003378

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PART A – CORE TERMS

This Part A applies to all products and services provided by LNRS.

1   CUSTOMER USE

1.1   These Terms. Part A of this Agreement applies to all products and/or services made available by LNRS, or any Affiliate of LNRS, to Customer pursuant to this Agreement.

1.2   Grant of Rights. Subject to the terms of this Agreement, LNRS grants to Customer a non-exclusive, non-transferable, revocable license, without the right to grant sublicenses, for Customer to access and use the Product in accordance with the Agreement. All uses of the Product and/or any additional products and/or services of LNRS not expressly specified in an Order Form or expressly permitted pursuant to this Agreement are prohibited.

1.3   Authorized Users. Customer may exercise its rights to the Product via its Authorized Users.

1.4   Affiliates. Except as specifically authorized on an Order Form, a license granted to Customer shall not extend to Customer Affiliates, and Customer shall not make the Product available to or accessible to its Affiliates without the prior written approval of LNRS and the payment of any additional fees agreed between the parties.

1.5   Customer Responsibility. Customer shall ensure its Authorized Users and any Permitted Affiliate(s) comply with the terms of use in this Agreement. Customer shall be responsible and liable for the acts and omissions of its Authorized Users and any Permitted Affiliate(s). Nothing herein shall be construed as a waiver of any defenses or immunities available to Customer under applicable law.

1.6   Use Changes. Customer agrees that any increase in Authorized Users, user numbers, or usage outside the scope of the Agreement may entitle LNRS to charge additional fees. Customer shall notify LNRS in writing and in advance of any anticipated increase in the number of Authorized Users or usage. Any increase in Authorized Users or scope of usage must be mutually agreed in a new Order Form.

1.7   Use Restrictions. Except as expressly permitted elsewhere in this Agreement (including on an Order Form), Customer shall not, and shall not encourage or permit any Person without LNRS's prior written approval and consent to:

(a)   copy the Product, or any part of it, or create a database of Licensed Content or of the output of a Product;

(b)   remove, alter or hide any copyright, trade mark or other notice or code or identifier (including identifying codes associated with any Licensed Content) on or forming part of the Product;

(c)   create derivative works from or translate any part of the Product;

(d)   distribute, publish, transmit or otherwise communicate any part of the Product to any third party or to the public generally, including by making it available via a file-sharing, time-sharing, service bureau or similar mechanism or by any other means whether presently known or unknown;

(e)   adapt, modify, reverse engineer or tamper in any way with the Product or any part of it, or create a product that is competitive to the Product or a part of it;

(f)   reconfigure or adjust any setting embedded within the Product, including any gateways, interfaces, or ports;

(g)   sell, loan, transfer, sub-license, hire or otherwise dispose of the Product to any third party;

(h)   decompile, disassemble, decode or reverse engineer the Product or any part of it or otherwise attempt to derive or gain access to their source code;

(i)   attempt to circumvent any technological protection mechanism or other security or licensing compliance feature of the Product (including any security feature of data packages created stored or transmitted by any person using any element of LNRS's software or services);

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(j)   create internet links to the Product or "frame" or "mirror" the Product in whole or in part, on any other server or device;

(k)   use any algorithm, application, device, method, software or other automated tool or other means to access, copy, manipulate, or scrape data from the Product in any circumstances;

(l)   place a Product (which includes Licensed Content) or any part of it in an internal or third party application;

(m)   train an artificial intelligence ("AI") model from the output of a Product; or train an AI model using a Product (which includes Licensed Content) or based on any output of a Product or part of it;

(n)   introduce or allow any malware, viruses, trojan horses or other harmful or disabling code on to the Products and/or any of LNRS's software or services;

(o)   use the Product for any unlawful or unauthorised purpose, including any infringement of a third party's copyright or other Intellectual Property Rights; or

(p)   allow the Product to become the subject of any charge, lien or encumbrance.

If Customer is legally entitled to do any of the foregoing under provisions of applicable laws that cannot lawfully be excluded, it shall notify LNRS prior to exercising that right.

1.8   Legal Requirements. Customer shall ensure that its use of the Product meets all legal requirements wherever it is used by Customer, and shall promptly notify LNRS of any legal requirements that may affect use of the Product or the operation of this Agreement.

1.9   LNRS Assurances. LNRS will provide the Product in accordance with laws which apply to LNRS and its business and will perform its obligations under this Agreement with reasonable skill and care.

1.10   Availability. Where an Order Form states that LNRS will provide the Product as a mobile application or software as a service, LNRS will use reasonable endeavors to ensure that the Product is available to Customer, excluding downtime for regular or emergency maintenance. LNRS makes no representation or warranty that the Product will be available for access all the time, or at any time, on a continuous uninterrupted basis. Time is not of the essence in respect to provision of the Product. LNRS' sole obligation with respect to this clause 1.10 is to reinstate the Product as soon as practically possible. Customer's sole and exclusive remedy with respect to this clause 1.10 is to request that LNRS effect delivery or to reinstate as soon as is practically possible. Nothing herein shall constitute a waiver of customer's remedies should any interruption result in loss of benefit of the product.

1.11   Product Changes. LNRS may update, enhance, withdraw or otherwise change a Product or any part of it from time to time, and at any time without notice to Customer. Where such change will lead to a material decrease in functionality, LNRS will provide Customer with thirty (30) days' notice. During a period of thirty (30) days starting on the day that LNRS provides the notice, Customer may, by written notice, terminate the license relating to the affected Product(s). If Customer does not exercise its right to terminate within thirty (30) days from LNRS's notice, Customer accepts the changed product, and may no longer exercise this termination right.

1.12   Discontinuation. LNRS may discontinue a Product or a part of a Product, or any support offered for a Product on three months' prior notice to Customer. At the end of such notice period, LNRS shall have no obligation to provide or support the Product or version. In the event that LNRS discontinues the Product, LNRS may either (a) offer Customer a refund of the unused portion of any prepaid fees under the applicable Order Form or (b) make available an alternative product on such additional terms as may be agreed by LNRS and Customer in an Order Form. Where provision of a Product by LNRS is dependent upon a relationship with a third party, LNRS may discontinue a Product or any Licensed Content in whole or in part without notice following an alteration in the relationship between LNRS and that third party.

1.13   Customer Information. Customer will provide LNRS with such information as it may reasonably require concerning Customer's use of the Product and any Derived Data and answers to queries, decisions and approvals which may be reasonably necessary for LNRS to comply with its obligations under this Agreement or supply access to the Products to Customer, as the case may be. Customer shall ensure that such information and answers provided to LNRS are accurate and complete.

1.14   Usernames and Passwords. LNRS may allocate usernames and passwords to Authorized Users or for Products. Where LNRS allocates usernames and passwords, each username and password is unique to the named individual Authorized User and may not be

shared, transferred, or utilized by another individual. LNRS may alter usernames and/or passwords in accordance with its standard security procedures and will inform Customer of the change. Customer must promptly notify LNRS if it becomes aware or suspects that any third party has obtained a password or accessed a Product, and LNRS may alter the password and inform Customer accordingly.

1.15 Third party terms. The Product may contain data or other material provided by LNRS's third party licensors. Additional terms may apply to such data or materials, and Customer agrees to comply with all applicable additional terms as communicated or made available by LNRS from time to time. Where Customer accesses Licensed Content or a Product via a third party service or delivery method, this Agreement prevails over any third party terms with regard to Customer's access to and use of a Product or Licensed Content.

1.16 Reasonable Instructions. Customer shall comply with the reasonable instructions of LNRS in relation to use of the Product.

1.17 Attribution. Where an Order Form permits the display or other distribution of Licensed Content to third parties, such display or distribution must include wording within a reasonable proximity to the Licensed Content acknowledging LNRS (or such brand name as LNRS may require) as the source of the data, together with (where reasonably possible) such brand logo as LNRS may reasonably require.

2 FEES AND PAYMENT

2.1 Customer shall pay the Fees to LNRS within thirty (30) days from the date of an invoice or as otherwise set out in an Order Form. Payment obligations are non-cancellable and fees paid are non-refundable except as stated in this Agreement or by applicable law.

2.2 Customer shall promptly respond to any request from LNRS requesting details of its use of the Product to enable LNRS to calculate and verify the Fees payable by Customer. Customer shall also provide complete and accurate billing and contact information to LNRS and notify LNRS of any changes to such information.

2.3 Fees exclude taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction (collectively, "Taxes") except as expressly set out in an invoice. Customer shall pay all Taxes associated with Customer's purchases and use of Product. If LNRS has a legal obligation to pay or collect Taxes, LNRS will invoice Customer, and Customer will pay that amount unless Customer provide LNRS with a valid tax exemption certificate authorised by the appropriate taxing authority. For clarity, LNRS is solely responsible for taxes assessable against LNRS based on its income, property and employees.

2.4 Where LNRS agrees to use invoicing or payment platforms at Customer's request, Customer shall reimburse LNRS for costs or expenses incurred by LNRS in connection with use of such platforms.

2.5 If Fees are not paid in cleared funds by Customer to LNRS by the due date for payment, without limiting any other rights it may have, LNRS may suspend the Customer's access to the Product in whole or in part on notice to Customer.

2.6 LNRS may condition future renewals on payment terms shorter than those specified in this Agreement if Fees are not received by the due date for payment.

2.7 Save as agreed in an Order Form, quantities or usage levels licensed cannot be decreased during the Initial Term. Customer's use of the Products other than as specifically and expressly permitted by this Agreement shall incur additional fees and Customer must pay LNRS those additional fees within 30 days of LNRS's written demand at (a) the rates set out in the relevant Order Form or (b) at LNRS's then-current market rate, whichever is greater.

2.8 LNRS may increase Fees annually by the amount or percentage set out in an Order Form or other advance written notice to Customer. An increase in Fees shall apply from the anniversary of the Effective Date, unless otherwise indicated by LNRS.

3 COMPLIANCE WITH LAWS AND STANDARDS

3.1 Customer shall at all times comply, at its own expense, with all applicable laws (including but not limited to export laws and sanctions), statutes, ordinances, government regulations and codes in connection with its use of the Product. Without limitation to the foregoing, each party shall comply with all applicable laws relating to anti-bribery and anti-corruption including, where applicable, but

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not limited to the UK Bribery Act and Foreign Corrupt Practices Act, and shall maintain in place throughout the term of this Agreement policies and procedures to ensure compliance with such applicable requirements.

4   INTELLECTUAL PROPERTY

4.1   Customer Rights. All right, title and interest in Contributed Data, as between Customer and LNRS, remains with Customer, and LNRS acquires no rights in Contributed Data save for those granted by this Agreement or as otherwise agreed in writing between the parties.

4.2   Customer Acknowledgments. Customer acknowledges that:

(a)   LNRS or its Affiliates or its or their licensors own all Intellectual Property Rights in and to the Product;

(b)   it does not now and will not at any time have, own, or acquire in the future any copyright or any other Intellectual Property Rights in the Product or any part of it; and

(c)   the Product contains proprietary and Confidential Information of LNRS and its Affiliates and its or their licensors.

4.3   Customer shall not (except as permitted under this Agreement or as otherwise agreed in writing by LNRS) use or exploit for any purpose whatever (including to the financial detriment or commercial disadvantage of LNRS) any of LNRS's or its Affiliates' Intellectual Property Rights or Confidential Information and shall prevent its Authorized Users and other personnel from doing so. RELX and the RE symbol are trademarks of RELX Group plc, used under licence.

4.4   Customer undertakes that it shall not use, or attempt to use, any of LNRS's Intellectual Property Rights or any trade marks or names that are or may reasonably be regarded as being confusingly similar to LNRS's Intellectual Property Rights, including, without limitation, any Intellectual Property Rights that may exist in any of LNRS's trade marks and/or trade names, without the grant of an express license in writing from LNRS.

5   INDEMNITIES

5.1   LNRS Indemnity. Subject to clause 5.3, LNRS shall indemnify Customer and keep Customer indemnified from and against all costs payable to a third party arising out of or in connection with any written third party claim, demand or action alleging that the Product, as provided by LNRS, infringes any Intellectual Property Rights of a third party.

5.2   **Intentionally omitted.**

5.3   Procedure for Claims. Where there is an actual, threatened or suspected third party Claim under this clause 5 (Indemnities):

(a)   the party against whom the Claim is made (the "Indemnified Party") shall promptly notify the other party (the "Indemnifying Party") of the Claim;

(b)   the Indemnifying Party shall have the sole conduct of all negotiations and litigation, and settle all litigation, arising from the Claim;

(c)   the Indemnified Party shall provide the Indemnifying party with all such available information and assistance as the Indemnifying Party may reasonably require; and

(d)   the Indemnified Party shall make no admissions in respect of the Claim or by any act or omission limit the Indemnifying Party's ability to defend of settle the Claim. Except that LNRS may not enter into a settlement that restricts Customer's rights obligates payment, performance, non-performance by the Customer without the Customer's prior written consent. For this clause, LNRS' discontinuation of a Product will not constitute a restriction of Customer's rights.

and LNRS shall have no liability to Customer if Customer does not comply with the provisions of this clause 5.3.

5.4   Exclusions. LNRS shall not have any liability to Customer to the extent that a Claim arises as a result of:

(a)   use of the Product by or on behalf of Customer in a manner not contemplated by this Agreement;

(b)   use of the Product in conjunction with other software, hardware or systems not supplied by LNRS where, without such combination, no claim would arise unless such use is necessary for the functionality of the Product as contemplated in this Agreement;

(c)   any Contributed Data or Derived Data;

(d)   data made available to Customer by another user of the Product via data-sharing functionality within a Product;

(e)   modification or alteration of the Product not by LNRS, or without the prior written approval of LNRS;

(f)   use of the Product after an update or new version has been offered by LNRS; or

(g)   any transaction entered into concerning any part of the Product without the prior written approval of LNRS,

and Customer shall indemnify, hold harmless and defend LNRS from and against all Losses incurred by LNRS in relation to a Claim arising out of or in connection with any of the circumstances in this clause 5.4.

5.5   Should any part of a Product, become, or in LNRS's opinion is likely to become, the subject of a Claim, LNRS may, as Customer's sole and exclusive remedy, either: (a) procure for the Customer the right to continue using the Product; (b) replace or modify the Product so that it becomes non-infringing; or (c) suspend or terminate Customer's rights to the Product and grant Customer a pro rata refund of the unused portion of the fees paid by Customer in relation to the Product subject to the Claim.

5.6   This clause 5 states Customer's sole and exclusive remedy and LNRS's entire liability in respect of any Claim.

6   RECORDS, MONITORING AND USAGE VERIFICATION

6.1   Records and Reporting. LNRS may require Customer to submit regular reports in relation to its use of a Product or Licensed Content. LNRS will notify Customer in detail of such requirements in writing, and Customer agrees to comply with such requirements. Customer shall, upon request by LNRS, supply information and documentation as LNRS reasonably requires in order to verify Customer's compliance with this Agreement, and/or provide written confirmation, certified by a director or officer of Customer, that a Product and/or Licensed Content is being used in accordance with the Agreement.

6.2   Monitoring and Analytics. LNRS may monitor use of the Product and may also (a) compile statistical and other information related to the performance, operation and use of the Product, (b) use data or Contributed Data in aggregated form for security and operations management, to create statistical analyses, research and development or other business purposes, and (c) use Contributed Data and combining it with other information for its internal business purposes in order to innovate and improve its products, provided in each of (a) through (c) that the result of such activities will not identify Customer or any individual natural person. Usage data, metadata, search queries, and other statistical and usage information are the property of LNRS.

6.3   Without prejudice to the above, Customer shall, within fourteen (14) calendar days of a written request from LNRS, provide (a) a list of all users (including servers or applications) who have access to Products; and (b) an explanation and demonstration of how the Product is used by Customer and Authorized Users and the output of such use.

6.4   Usage Verification.

6.4.1   LNRS (or its Affiliates, representatives or regulators) may, either directly or via a third party agent, conduct an audit to verify that the Product is being used in a manner consistent with the provisions of this Agreement. Such audit shall take place during Customer's normal business hours on reasonable prior written notice and shall not take place more than once every twelve (12) months unless required by a regulator or applicable law.

6.4.2   Customer shall cooperate with the auditing party and shall not seek to interfere or block any technical measures used by LNRS for auditing and monitoring purposes. Customer shall provide information reasonably requested in connection with the audit.

6.4.3   Without prejudice to LNRS's other rights or remedies, if LNRS determines that Customer's use of the Product is not compliant with the terms of this Agreement, Customer shall, at LNRS's option, immediately cease such inconsistent use or pay LNRS the additional fees sufficient to permit such use.

7   WARRANTIES

7.1   Mutual Warranties

Each party warrants, as at the Commencement Date, that:

(a)   it has the power and authority to enter into and perform its obligations under this Agreement and that the execution of this Agreement by it has been duly and validly authorised by all necessary corporate and government action;

(b)   its obligations under this Agreement are valid and binding and enforceable against it in accordance with their terms; and

(c)   this Agreement and its performance do not contravene its constitutional or other corporate governance documents or any law, or any of its obligations or undertakings by which it is bound, or cause a limitation on the powers of its officers to be exceeded.

7.2   Exclusions and Limitations

7.2.1   To the fullest extent permitted by law, LNRS supplies the Product "as is" and makes no warranty, representation or undertaking that the Product will:

(a)   be free or substantially free of errors, bugs, defects, viruses or other harmful code; or

(b)   meet Customer's requirements.

7.2.2   LNRS will use commercially reasonable efforts to ensure that the Product does not, to its knowledge, contain computer viruses, malware, or code, files or programs designed to damage or obtain unauthorised access to data or other information of Customer.

7.2.3   LNRS makes no express warranties, representations or undertakings other than those expressly set out in this Agreement concerning the Product, and Customer acknowledges that it has relied on no other warranties in deciding to enter into this Agreement, whether by LNRS or anyone on its behalf.

7.3   Information, scores, analysis and other insights supplied by LNRS to Customer are not intended to be used as the sole basis for any decision significantly affecting an individual and that Customer. The Customer, not LNRS, is responsible for any and all decisions or actions taken on the basis of information or materials provided by LNRS.

7.4   All other terms, conditions, warranties, representations or undertakings relating to the Product (whether express or implied and whether arising in contract, at common law or under statute and whether relating to fitness for a particular purpose, merchantability, accuracy, timeliness, completeness or otherwise), to the extent permitted by law, are expressly excluded. LNRS is not responsible for: (a) errors and omissions of any kind in the Product, regardless of the cause, (b) the accuracy of any other information included in any Product, or (c) for results obtained from, or decisions made using, the Products (or any part of them). Customer acknowledges and agrees that LNRS makes no representations or warranties regarding the accuracy of any sales, trading or other pricing information made available to Customer. Customer acknowledges that a Product may comprise more than one point or element of information, and that individual components or elements may change from time to time. The pricing information referenced herein does not include pricing on the products sold by LNRS to Customer.

8   LIMITATION OF LIABILITY

8.1   Subject to the remainder of this clause 8, each party's total liability to the other arising out of or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, is limited to the Fees paid by Customer in that twelve (12) month period for the Product(s) to which the liability relates.

8.2   Neither party shall be liable to the other for any of the following types of loss or damage:

(a)   any special, indirect or consequential loss or exemplary damages, regardless of whether the party knew or had reason to know of the possibility of such loss or damages;

(b)   pure economic loss, costs, damages or charges;

(c)   any direct or indirect or consequential loss of profits, revenue, contracts, anticipated savings or business;

(d)   any direct or indirect or consequential loss of use;

(e)   any direct or indirect or consequential loss of goodwill; and

(f)   any direct or indirect or consequential loss or damage arising from loss, damage or corruption of any data.

8.3   The exclusions and limitation of liability set out in clause 8.1 and 8.2 do not apply to:

(a)   liability arising from death, or injury to persons caused by negligence;

(b)   any deliberate breach of this Agreement by Customer or LNRS;

(c)   Customer's liability for any infringement, misappropriation or misuse of LNRS's Intellectual Property Rights or Customer's liability relating to Contributed Data or Derived Data or misuse of the Product;

(d)   Customer's liability under clause 1 (Customer Use) or Customer's liability to pay to LNRS any fees due to it in connection with the Product;

and

(e)   anything else which cannot be excluded or limited by applicable law.

9   CONFIDENTIALITY

9.1   Confidentiality.

9.1.1   Each party receiving Confidential Information ("Receiving Party") from the other party ("Disclosing Party") shall: (a) use the Disclosing Party's Confidential Information solely for the purposes of fulfilling its obligations under this Agreement; (b) keep the Disclosing Party's Confidential Information secure and take no lesser security measures and degree of care to protect the Disclosing Party's Confidential Information than the Receiving Party applies to its own confidential or proprietary information (but not less than reasonable care); and (c) not disclose the Disclosing Party's Confidential Information to any third party except with the prior written consent of the Disclosing Party or in accordance with this clause.

9.1.2   Upon the expiry or termination of this Agreement, each party will promptly return or destroy the relevant Confidential Information of the other and any copies, extracts and derivatives of it, except as otherwise set out in this Agreement.

9.1.3   The Receiving Party may disclose Confidential Information of the Disclosing Party:

(a)   to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure; and

(b)   to its Affiliates and to the Disclosing Party's Affiliates, and to its and the Disclosing Party's professional advisers and, to the extent required to provide the Product, its third party suppliers.

9.1.4   Each party acknowledges that its breach of this clause may cause irreparable injury to the other party for which monetary damages may not be an adequate remedy. Accordingly, a party will be entitled to seek any legal or equitable remedies in the event of such a breach by the other. The operation of this clause shall survive the termination or expiration of this Agreement.

9.2   Feedback. Customer acknowledges and agrees that LNRS may use any suggestion, enhancement request, recommendation, idea, correction or other feedback provided by Customer or Authorized Users from time to time, and compile statistical and other information related to the performance, operation and use of the Products and the information contained in them for security and operations management or for research and development purposes or other business purposes. Customer assigns to LNRS by way of assignment of present and future rights all right, title and interest to all feedback and ideas or suggestions contained in it.

9.3   Publicity. LNRS may identify Customer by name as a customer of the Product(s) on websites, marketing materials, and other publications or public media provided LNRS obtains the prior written approval of Customer for each instance of such use.

10   DATA PROTECTION

10.1   To the extent that LNRS or the Customer receives personal data from the other, the terms of the LexisNexis Risk Solutions Group Data Protection Addendum and Data Processing Addendum at https://risk.lexisnexis.com/group/dpa will apply, except to the

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extent that LNRS processes personal data on behalf of Customer, the terms of the LexisNexis Risk Solutions Data Processing Addendum at https://risk.lexisnexis.com/group/dpa will apply. Attached as Exhibit I.

11   TERM AND TERMINATION

11.1   Term and Termination. The Order Form sets out the Initial Term for a Product, which will not exceed one year. Customer may not terminate any Product during the Initial Term. Termination of an Order Form or Product does not affect any other Order Form(s) or Product(s).

11.2   Suspension and Termination. Without prejudice to any other right or remedy which may be available to it, LNRS may suspend or terminate any Product or an Order Form immediately and without compensation if: (a) Customer is in breach of this Agreement and fails to remedy such breach within thirty (30) calendar days after written notice from LNRS specifying the breach and requiring it to be remedied; (b) Customer fails to make any payment to LNRS within fourteen (14) calendar days of the due date; (c) Customer at any time becomes insolvent or bankrupt (or the equivalent in any jurisdiction) or enters into any arrangements with or for the benefit of its creditors or be wound up compulsorily or voluntarily (otherwise than for the purpose of a bona fide reconstruction or amalgamation without insolvency) or has a receiver appointed of all or any part of its undertaking or assets ceases or threatens to cease to carry on business; (d) Customer or any entity controlling Customer acquires, is acquired by and/or merges with another legal entity; or (e) Customer or any Authorized User creates or offers a product that is competitive to any part of a Product or LNRS offering. LNRS may suspend or terminate access to a Product or an Order Form immediately in the event that: (i) Customer, any beneficiary or any Authorized User becomes subject to (whether by virtue of being listed on or by virtue of being owned or controlled directly or indirectly by one or more person(s)) any sanctions regimes of the European Union (or its member states), United Kingdom, United Nations or United States of America's regulatory authorities; (ii) the continuation of services presents a reasonable risk to either party that the party would be subjected to any form of sanction, designation, divestment, or procurement prohibition, (iii) Customer acts in a manner contrary to the RELX Code of Ethics and Business Conduct or publicly stated LNRS policy. In the event of termination pursuant to this paragraph, and subject to any indemnification obligation, no prepaid fees shall be refunded to Customer.

11.3   Effect of Termination. On expiry, termination or cancellation of a Product, an Order Form or this Agreement for any reason, Customer, its Permitted Affiliates, Customer Representatives and all Authorized Users shall immediately cease accessing and using the terminated Products, and shall promptly delete any and all copies of the Product (or any part of it, including all Licensed Content) from their systems, applications or other storage. Customer will provide written certification (signed by a director or officer of Customer) to LNRS of any such destruction on LNRS's written request. Nothing in this clause shall require Customer to delete any Contributed Data, any Derived Data or any materials that Customer is required to retain under any applicable regulatory obligation, including the rules of a professional body (in each case only to the extent and for such time as is required under any such obligation); provided that where Customer retains Licensed Content, Customer (a) continues to comply with the provisions of this Agreement and (b) only retains such copies in archives which are not accessible as part of Customer's day-to-day business operations and does not use such copies for any other purpose.

11.4   Termination or expiry does not relieve Customer of its obligation to pay fees for the period prior to the effective date of termination.

11.5   Expiry or termination of this Agreement shall be without prejudice to the accrued rights and obligations of the parties and clauses 4 (Intellectual Property), clause 8 (Liability), 9 (Confidentiality), 10 (Data Protection), 11 (Term and Termination) shall survive expiry or termination of this Agreement.

12   NOTICES

12.1   Notice to Customer. LNRS may provide any notice to Customer under this Agreement by sending a message to the email address then associated with Customer's account. Notices LNRS provides by email will be effective when LNRS sends the email. It is Customer's responsibility to keep Customer's email address current. Customer will be deemed to have received any email sent to the email address then associated with Customer's account when the email is sent, whether or not Customer actually receives the email.

12.2   Notice to LNRS. To give LNRS notice under this Agreement, Customer must contact LNRS as follows: by personal delivery, overnight courier or first-class mail to General Counsel, Risk Solutions Group, 1000 Alderman Drive, Alpharetta, Georgia 30005, United States with a mandatory copy to legalnotices@lexisnexisrisk.com. Notices provided by personal delivery will be effective immediately. Notices provided by overnight courier will be effective one (1) business day after they are sent. Notices provided first-class mail will be

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effective six (6) business days after they are sent. Notice by email will be effective one (1) business day after they are sent provided confirmation is sent by post or on receipt of a read receipt email from the above mentioned to LexisNexis Risk email address.

13   GENERAL

13.1   **Intentionally omitted.**

13.2   Entire Agreement. This Agreement (including terms on an LNRS website incorporated by reference) sets out the entire agreement and supersedes any and all prior agreements, proposals or representations, written or oral, between the parties with respect to the subject matter of this Agreement. Each party acknowledges that, in entering into this Agreement, it does not rely on any statement, representation, assurance or warranty of any person (whether a party to these Terms or not) other than as expressly set out in this Agreement, or an Order Form, and City-issued Purchase Order.

13.3   Amendments. Subject always to clause 13.1, amendments to the Agreement will only be valid if made in writing and signed by a duly authorized representative of each party, provided that LNRS may amend the Agreement either (a) in order to comply with a modification in applicable law, legal or regulatory obligations, or , safety requirements, by informing Customer of such modification as far in advance as is practicably possible, or (b) to make changes (including updating terms on an LNRS website incorporated by reference) that do not have a material adverse effect on the nature or quality of the Product or either of LNRS's or Customer's rights and obligations under the Agreement.

13.4   Assignment and change of control. Customer may not assign, novate or otherwise transfer any of its rights or obligations under this Agreement or any Order Form, whether by operation of law or otherwise, without the prior written consent of LNRS. LNRS may assign, novate or otherwise transfer any or all of its rights and/or obligations under this Agreement at any time, provided that the assignee or transferee assumes the performance obligations set forth in this Agreement.

13.5   Relationship of the parties. The parties are independent contractors. Nothing in this Agreement shall be construed as constituting a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

13.6   Third-party beneficiaries. Save as expressly set out in this Agreement, a person who is not a party to this Agreement has no right to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

13.7   Waiver and cumulative remedies. No failure or delay by either party in exercising any right under this Agreement constitutes a waiver of that right. The rights and remedies arising under, or in connection with, this Agreement are, unless otherwise stated, cumulative and, except where otherwise expressly provided in this Agreement, do not exclude rights and remedies provided by law or otherwise. Any termination of this Agreement or an Order Form in whole or in part does not affect any accrued rights or liabilities of either party or the coming into force or the continuance in force of any provision of this Agreement that is expressly or by implication intended to come into or continue in force on or after such termination.

13.8   Severability. The illegality, invalidity or unenforceability of any provision of this Agreement under any law of any jurisdiction shall not affect or impair the legality, validity or enforceability of the rest of this Agreement, nor the legality, validity or enforceability of that provision under the law of any other jurisdiction. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any law of any jurisdiction, the parties shall negotiate in good faith to agree any revision necessary to make the provision legal, valid and enforceable so as best to give effect to the intention of the parties as recorded in this Agreement.

13.9   Counterparts. Where permitted by applicable law, this Agreement may be executed in a number of counterparts which together will constitute the one instrument. A party may execute this Agreement by signing any counterpart. Executed counterparts may be delivered by email, facsimile or other electronic methods.

13.10   Force Majeure. The parties release each other from any liability for failure to perform their obligations under this Agreement which results from a Force Majeure Event. A party affected by a Force Majeure Event shall immediately, on becoming aware of the occurrence of the event, notify the other party of the occurrence, its cause and the steps which the notifying party is taking to resume performance of its obligations under this Agreement as soon as possible. If performance is unable to be resumed within sixty (60) days of occurrence of the event, the unaffected party may terminate this Agreement immediately by giving written notice.

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13.11   Governing law and jurisdiction. The LNRS contracting entity (as set out on an Order Form) will determine the governing law and jurisdiction which apply in connection with this Agreement as set out in the table below. The parties submit to the exclusive jurisdiction of the courts in the relevant jurisdiction over any dispute arising out of or in connection with this Agreement.

Entity	Governing Law	Jurisdiction
LNRS Data Services, Inc	New York	California
LNRS Data Services Limited	England	England
LNRS Data Services (Australia) Pty Ltd	New South Wales	New South Wales
Globalrange (Pty) Limited	South Africa	South Africa
LNRS Data Services B.V.	Netherlands	Netherlands

Venue: In the event that suit shall be brought by either party to this Agreement, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San José, California.

14   DEFINITIONS AND INTERPRETATION

14.1   The definitions listed below in this clause 14.1 and those contained elsewhere in this Agreement shall apply in this Agreement:

"Affiliate" means (a) with respect to Customer, any Person that is controlled or is under common control with Customer, where "control" means the power to direct or cause the direction of the management and policies of that Person through ownership of more than 50% of the outstanding voting securities of that Person, and (b) with respect to LNRS, any Person, any other Person directly or indirectly Controlling or Controlled by, or under direct or indirect common Control with such Person.

"Agreement" means an Order Form, these terms, and all annexes, appendices and schedules to the Order Form, as amended from time to time in accordance with its terms.

"App" means a mobile device software application.

"Authorized User" means: (a) an employee or Customer Representative of the Customer, (b) a Customer Third Party identified on an Order Form, or (c) a machine, application, interface or other technological measure used by Customer and expressly permitted by the Order Form to access, download, hold or use Licensed Content.

"Claim" means any demand, claim, or action raised against a party regardless of the form of action, whether for breach of contract, in negligence or any other tort, under statute or otherwise, in relation to the Agreement.

"Commencement Date" means the date of signature of this Agreement by the party signing last in time.

"Confidential Information" of a party means any information: (a) regarding the business affairs of that party, including all financial, technical and proprietary information; (b) which is by its nature confidential or which is designated as confidential by that party; (c) which the other party knows, or ought to know, is confidential; but does not include information that: (d) is in or becomes part of the public domain otherwise than as a result of a breach of this Agreement or any other obligation of confidence owed by any person; or (e) was known to the Recipient prior to disclosure by or on behalf of the Disclosing party (except as a result of a prior confidential disclosure by an Affiliate), as evidenced by the Recipient's contemporaneous written records, or (f) was independently developed by the Receiving Party, as evidenced by the Recipient's contemporaneous written records; or (h) is subject to disclosure under California Gov't Code § 7928.801(a).

"Contributed Data" any content, data, information or materials submitted, uploaded or otherwise provided by or on behalf of Customer to the Product or otherwise to LNRS.

"Control" means, with respect to any Person, the possession, directly or indirectly, of the affirmative power to direct or cause the direction of the management and policies of such Person, whether through the ownership of securities, partnership interests or other

ownership interests, by contract, by membership or involvement in the board of directors or other management structure of such Person, or otherwise.

"Customer" means the customer contracting entity identified on the Order Form.

"Customer Representative" means an individual contractor, consultant or agent engaged by Customer to perform services in support of Customer's use of the Products in accordance with the Order Form. A Customer Representative with access to the Product shall at all times be bound to written terms and conditions with Customer consistent with the terms and conditions protecting the Product as required under this Agreement, and in particular such terms and conditions shall require that the contractor, consultant or agent may only use the Product to provide service to the Customer and for no other purposes and not for their own purposes, and may access or hold a Product or part of it only for as long as required to provide services to Customer.

"Customer Third Party" means Customer's customer or other third party who is permitted by an Order Form to access a Product (including to receive or hold Licensed Content).

"Derived Data" means material incorporating Licensed Content where such Licensed Content is materially modified, manipulated, included in a calculation and/or combined with other data or materials so that the derived material (i) cannot be reverse engineered or otherwise de-compiled to restore it to its constituent parts or to discern original Licensed Content, and (ii) is not a substitute for Licensed Content.

"Documentation" means all user guides, and any other documents supplied to Customer by LNRS in connection with the Product, as amended from time to time, whether in electronic or hardcopy form.

"Effective Date" means the start date or other effective date of the Order Form, as set out in the Order Form.

"Fees" means the fees payable by Customer as defined and set out in an Order Form.

"Force Majeure Event" means an event beyond the reasonable control of a party which is not attributable to its fault or negligence and which cannot be avoided by the exercise of due care, skill and business continuity and/or disaster recovery planning, including acts of God, expropriation or confiscation of facilities, any form of government intervention, war, hostilities, rebellion, terrorist activity, local or national emergency, strikes and other industrial action, sabotage or riots, and floods, fires, explosions, epidemics/pandemics or other catastrophes.

"Initial Term" means the initial term for a Product as set out on the Order Form.

"Intellectual Property Rights" means all vested and future rights of copyright and related rights, design rights, database rights, patents, design patents, utility models, service marks, trade names, rights to inventions (whether or not patentable), trade marks and get-up, domain names, applications for and the right to apply for any of the above, moral rights, goodwill, the right to sue for passing off and unfair competition), rights in know-how, rights in confidential information (including trade secrets), rights in computer software, mask work rights, and rights in semiconductor topographies, and any other intellectual or industrial property rights or equivalent forms of protection, whether or not registered or capable of registration, and all renewals and extensions of such rights, whether now known or in future subsisting in any part of the world.

"Licensed Content" means the content, data, information or materials made available to Customer by LNRS pursuant to an Order Form.

"Losses" means claims, demands, actions, awards, judgments, settlements, costs, expenses, liabilities, damages and losses (including all interest, fines, penalties, management time and reasonable legal and other professional costs and expenses).

"LNRS" means the LexisNexis Risk Solutions contracting legal entity identified on the Order Form.

"Order Form" means an order form, statement of work, schedule or appendix validly executed by the Customer and LNRS as a contractual document.

"Permitted Affiliate" means each of the Customer's Affiliates specified on an Order Form as a Permitted Affiliate for a Product.

"Person" means any individual, company (whether general or limited), limited liability company, corporation, government, government department or agency, trust, estate, association, nominee or other entity.

"Product" means a product or service provided by LNRS and identified on an Order Form and may include, without limitation, Licensed Content, a mobile app, an API, software, professional services, support services, software-as-a-service or browser-based interface, connectivity services, and/or Documentation.

"Renewal Term" means any renewal or continuing term for a Product as described in clause 11.1 or as otherwise agreed in writing between the parties.

"Term" means the Initial Term and any Renewal Term(s).

14.2   Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise: (a) a reference to a party to this Agreement includes the party's successors and permitted assigns; (b) a reference to this Agreement or another document includes any variation, novation, replacement or supplement to any of them from time to time; (c) a reference to a right or obligation of two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally; (d) a reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and any regulations and statutory instruments issued under it; (e) specifying anything in this Agreement after the words including, includes or for example or similar expressions does not limit what else might be included unless there is express wording to the contrary; (f) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement; and (g) a reference to any thing (including any amount) is a reference to the whole or each part of it and a reference to a group of persons is a reference to any one or more of them.

14.3   Any inconsistency or conflict between parts of this Agreement will be resolved in the following order: (a) Order Form; (b) sections other than Part A; (c) Part A (Core Terms); (d) City-issued Purchase Order.

PART B – DATA TERMS

This Part B applies where LNRS provides Licensed Content to Customer, and/or where Customer provides data to LNRS.

1.   Licensed Content. Where LNRS provides Licensed Content to Customer, LNRS grants to Customer the right to receive the Licensed Content and to use it for its internal business purposes in accordance with the Order Form and in accordance with the following rights and restrictions:

2.   Individual Rights. Authorized Users who are individual natural persons may: (a) search, manipulate, and display the Licensed Content within the Product within the scope of the Product functionality and in accordance with the Order Form; (b) make a limited number of printouts of Licensed Content for their personal use using the printing commands contained in the Product (but not otherwise); (c) share Licensed Content with other Authorized Users of the same Licensed Content provided that those other Authorized Users have the right to such Licensed Content pursuant to an applicable Order Form; and (d) process, store, or otherwise use Licensed Content on an incidental basis in such internal and third-party applications as necessary for the Authorized User to use the Licensed Content as permitted by the Order Form. For the avoidance of doubt, this Part B (Data Terms) does not permit automated or machine usage of Licensed Content or use in connection with artificial intelligence, each of which should be expressly set out in an Order Form, if required.

3.   General Rights. Customer may (a) share insubstantial portions of Licensed Content with its third party professional advisers to the extent they require such Licensed Content in order to advise Customer and subject to such professional advisers entering into appropriate obligations of confidentiality to Customer regarding use of Licensed Content, and (b) share Licensed Content with government or regulatory authorities in response to a specific request for such information.

4.   Archive Rights. Customer may store limited extracts of Licensed Content in an archive to the extent required in order to comply with regulatory obligations applicable to Customer, provided it is stored in an archive only and is not accessible as part of Customer's day-to-day business operations. When archived, the Licensed Content must not serve as a replacement or substitute for the Product.

5.   Restrictions. Subject to this clause 1, and save to the extent expressly stated on an Order Form, Customer may not (a) distribute Licensed Content within its organization; (b) distribute Licensed Content to a third party (c) create Derived Data, (d) distribute Derived Data to a third party; (e) place the Licensed Content in any internal or third party application; or (f) store Licensed Content or Derived Data systematically or in such a way as to create a parallel dataset or a substitute for any Product.

6.   Customer Third Parties. If and to the extent that the Order Form permits Customer to share Licensed Content with Customer Third Parties, Customer shall ensure that each Customer Third Party is bound by a written agreement with Customer under which the Customer Third Party agrees to keep Licensed Content confidential and use it only for its own internal business purposes within the scope of its written agreement with Customer.

7.   Derived Data. Customer may use Licensed Content to create Derived Data only as expressly set out in an Order Form. LNRS shall, subject to its rights in and to the Licensed Content and the terms of this Agreement, not own or acquire any right, title or interest in any Derived Data. Customer is responsible for the content of its Derived Data.

8.   Contributed Data. To the extent that Customer or an Authorized User provides Contributed Data to LNRS, the following provisions shall apply:

1.   Customer grants to LNRS a non-exclusive, transferable, royalty-free, fully paid-up, irrevocable right and license to process and use the Contributed Data in connection with the Product.

2.   Customer shall ensure that it has all rights and licenses required to enable: (a) it to process and use the Contributed Data in connection with the Product; and (b) LNRS to store and otherwise process the Contributed Data in connection with the Product.

3.   LNRS may, if required to do so pursuant to applicable law, or if required in order to ensure the security and/or integrity of the Product, delete any Contributed Data without notice to Customer.

4.   LNRS shall have no liability to Customer, or any third party, in connection with the Contributed Data, unless otherwise agreed on an Order Form.

5.   Customer agrees to keep, and ensure its Authorized Users keep, a separate back-up copy of all Contributed Data.

9.   Data Sharing Functionality. Customer acknowledges that a Product may include functionality which allows Authorized Users to share information with each other or with third parties. Such content is not "Licensed Content" for the purposes of this Agreement, and LNRS has no responsibility for content shared in this way and disclaims all liability for such content. Customer agrees that sharing information with third parties is a feature of certain Products and that such sharing does not constitute a breach of confidentiality or a breach of this Agreement.

PART C – CITY OF SAN JOSE PURCHASE ORDER STANDARD TERMS AND CONDITIONS

1   VENUE: In the event that suit shall be brought by either party to this purchase order, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San José, California.

2   VENDOR'S BOOKS AND RECORDS: Vendor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, for the date of final payment to Vendor pursuant to this purchase order. Vendor shall maintain all documents and records which demonstrate performance under this purchase order for a minimum of three (3) years, or for any period longer required by law, from the date of termination or completion of this purchase order. Any records or documents required to be maintained pursuant to this purchase order shall be made available for inspection or audit, at any time during regular business hours, upon written request by City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Vendor's business. City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Vendor, Vendor's representatives, or Vendor's successor-in-interest.

3   NON-DISCRIMINATION:

a.   Waiver of Nondiscrimination Provisions.

The nondiscrimination provisions of this Agreement may be waived by the Director of Office of Equality Assurance, if the Director of Office of Equality Assurance determines that the Vendor has its own nondiscrimination requirements or is bound in the performance of

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this Agreement by the nondiscrimination requirements of another governmental agency, and the nondiscrimination provisions of the Vendor or other governmental agency are substantially the same as those imposed by the City.

4   CONFLICT OF INTEREST: Vendor shall avoid all conflict of interest or appearance of conflict of interest in performance of this purchase order.

5   DISQUALIFICATION OF FORMER EMPLOYEES: Vendor is familiar with the provisions relating to the disqualification of former officers and employees of City in matters which are connected with former duties or official responsibilities as set forth in Chapter 12.10 of the San José Municipal Code ("Revolving Door Ordinance"). Vendor shall not utilize either directly or indirectly any officer, employee, or agent who would be in violation of the Revolving Door Ordinance.

6   WAGE THEFT: Vendor must comply with all applicable federal, state, and local wage and hour laws, regulations, and policies, as required by the City's current Council Policy 0-44, Wage Theft Prevention Policy. Vendor shall include these requirements in each subcontract entered into in furtherance of this purchase order so that such requirements are binding on each subcontractor.

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Exhibit I

Data Processing Addendum

This Data Processing Addendum ("DPA") forms part of the agreement ("Agreement") between the LexisNexis Risk Solutions entity or entities ("LNRS") under which LNRS provides Customer or Licensee (as defined in the Agreement and hereinafter "Customer") and, if applicable, its Affiliates certain products or services ("Services") and in which this DPA is referenced.

I.   Definitions

1.   "Data Protection Laws" means all applicable privacy and data protection laws, rules, regulations, decrees, orders and other government requirements.

2.   The terms "personal data", "personal data breach", "processing", "processor," and "data subject", will have the same meanings ascribed to them in the Data Protection Laws, and where the Data Protection Laws use equivalent or corresponding terms, such as "personal information" instead of "personal data," they will be read herein as the same.

II.   Scope

This DPA applies to the processing of personal data by LNRS on behalf of Customer and, if applicable, Customer Affiliates under the Agreement.

III.   Scope of Processing

1.   Processing by LNRS will be governed by this DPA, in particular, LNRS will process the personal data only on documented instructions from Customer, including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by applicable law to which LNRS is subject; in such a case, LNRS will inform Customer of that legal requirement before processing, unless that law prohibits LNRS from doing so on important grounds of public interest.

2.   The subject matter of the processing is the personal data provided in respect of the Services under this Agreement. The duration of the processing is the duration of the provision of the Services under the Agreement until disposal of the personal data in accordance with the Agreement. The nature and purpose of the processing is in connection with the provision of the Services under the Agreement. The types of personal data processed are those submitted to LNRS by or at the direction of Customer as part of the Services. The categories of data subjects are those whose personal data is submitted to LNRS by or at the direction of Customer as part of the Services.

3.   The Agreement, including this DPA, along with Customer use and configuration of the Services, are the complete and final documented instructions to LNRS for the processing of the personal data. Additional or alternate instructions must be agreed upon separately by the parties. LNRS will ensure that its personnel engaged in the processing of the personal data will process such data only on documented instructions provided by Customer, unless required to do so by applicable law.

IV.   Confidentiality

LNRS will ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

V.   Security of Processing

1.   Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons,

Customer and LNRS will implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, as described in the Agreement and including inter alia as appropriate:

a.   the pseudonymisation and encryption of personal data;

b.   the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

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c.   the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and

d.   a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

2.   In assessing the appropriate level of security, account will be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed.

3.   Customer and LNRS will take steps to ensure that any natural person acting under the authority of Customer or LNRS who has access to personal data does not process data except on instructions from Customer unless he or she is required to do so by applicable law.

4.   Notwithstanding any provision to the contrary, LNRS may modify or update its security measures at its discretion provided that such modification or update does not result in a material degradation in the protection offered by the Agreement.

VI.   Sub-processing

1.   Customer hereby provides LNRS with general authorisation to engage other processors for the processing of personal data in accordance with this DPA. LNRS will maintain a list of such processors at https://risk.lexisnexis.com/corporate/dpa/sub-processors, which LNRS may update from time to time. At least 14 days before authorising any new such processor to process the personal data, LNRS will update such list on its website. Customer may object to the change without penalty, subject to the Agreement's dispute resolution process or any applicable refund or termination rights Customer may have under the Agreement.

2.   Where LNRS engages another processor for carrying out specific processing activities on behalf of Customer, the same data protection obligations as set out in this DPA will be imposed on that other processor by way of a contract or under the Data Protection Laws. Where that other processor fails to fulfil those data protection obligations, LNRS will (subject to the terms of the Agreement) remain fully liable to Customer for the performance of that other processor's obligations.

VII.   Data Subject Rights

1.   Taking into account the nature of the processing, LNRS will assist Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to requests for exercising the data subject's rights.

2.   LNRS will, to the extent legally permitted, promptly notify Customer of any data subject requests received by LNRS and reasonably cooperate with Customer to fulfil its obligations under the Data Protection Laws in relation to such requests. Customer will be responsible for any reasonable costs arising from LNRS providing assistance to Customer to fulfil such obligations.

VIII.   Assisting the Customer

LNRS will assist Customer in ensuring compliance with data security, personal breach notification and other obligations as required under the Data Protection Laws, taking into account the nature of processing and the information available to LNRS.

IX.   Termination of Processing

Upon the expiration or termination of Customer's use of the Services, unless applicable law requires storage of the personal data, Customer instructs LNRS to delete or return the personal data in accordance with the terms and timelines, if any, for the Services set forth in the Agreement. Where the Agreement provides Customer the choice to delete or return the personal data and Customer does not make that choice within 30 days following the termination of the Agreement, Customer hereby instructs LNRS to delete the personal data, unless applicable law requires storage of the personal data. In such cases, LNRS will delete the personal data as soon as practicable.

X.   Audits

The rights for conducting audits are set forth in the Agreement. In the absence of such requirements in the Agreement, where the Data Protection Laws so require, audits will be: (i) subject to the execution of appropriate confidentiality or non-disclosure agreements; (ii)

conducted no more than once per year, unless a demonstrated reasonable belief of non-compliance with the Agreement has been made, upon 30 days written notice and having provided a plan for such review; and (iii) be conducted at a mutually agreed upon time, place, and manner.

XI.   Cross-border Transfer

LNRS will ensure that, to the extent that any personal data originating from Customer's country is transferred by LNRS to another country such transfer will be subject to appropriate safeguards that provide an adequate level of protection in accordance with the Data Protection Laws

XII.   Personal Data Breach

LNRS will notify Customer without undue delay after becoming aware of a personal data breach involving personal data processed under this DPA and will reasonably respond to Customer's request for further information so that Customer may fulfil its obligations under the Data Protection Laws.

XIII.   Records of Processing Activities

LNRS will maintain all records required by the Data Protection Laws and, to the extent applicable to the processing of the personal data on behalf of Customer, make them available as required.

XIV.   Lawful Basis for Processing

Customer warrants that, where required by the Data Protection Laws, it has provided notice to any and all data subjects and has received requisite consent from the data subject or its legally authorised representative or guardian.

XV.   Jurisdiction-Specific Terms

To the extent that LNRS is processing any personal data originating from or otherwise subject to the Data Protection Laws of any of the jurisdictions listed below, the terms specified therein with respect to the applicable jurisdiction(s) apply in addition to the foregoing terms.

European Economic Area, United Kingdom and Switzerland

1.   To the extent that Customer transfers personal data from the European Economic Area ("EEA"), the United Kingdom ("UK") or Switzerland to LNRS located outside the EEA, UK or Switzerland, unless the parties may rely on an alternative transfer mechanism or basis under the data protection laws, the parties will be deemed to have entered into the standard contractual clauses approved by the European Commission Implementing

Decision (EU) 2021/914 of 4 June 2021 available at http://data.europa.eu/eli/dec_impl/2021/914/oj ("Clauses") in respect of such transfer, whereby:

a.   Customer is the "data exporter" and LNRS is the "data importer";

b.   the footnotes, Clause 9(a) Option 1, Clause 11(a) Option and Clause 17 Option 1 are omitted, the time period in Clause 9(a) Option 2 is 14 days, and the applicable annexes are completed respectively with the information set out in the DPA and the Agreement;

c.   to the extent that Customer acts as a controller and LNRS acts as a processor, Module Two applies and Modules One, Three and Four are omitted, and to the extent that each party acts as a processor, Module Three applies and Modules One, Two and Four are omitted;

d.   the "competent supervisory authority" is the supervisory authority in Ireland;

e.   the Clauses are governed by the law of Ireland;

f.   any dispute arising from the Clauses will be resolved by the courts of Ireland; and

g.   if there is any conflict between the terms of the Agreement and the Clauses, the Clauses will prevail.

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2.   In relation to transfers of personal data from the UK, the Clauses as implemented under section 1 above will apply subject to the following modifications:

a.   the Clauses are amended as specified by Part 2 of the international data transfer addendum to the European Commission's standard contractual clauses issued under Section 119A of the UK Data Protection Act 2018, as may be amended or superseded from time to time ("UK Addendum");

b.   tables 1 to 3 in Part 1 of the UK Addendum are completed respectively with the information set out in the DPA and the Agreement (as applicable); and

c.   table 4 in Part 1 of the UK Addendum is completed by selecting "neither party".

3.   In relation to transfers of personal data from Switzerland, the Clauses as implemented under section 1 above will apply subject to the following modifications:

a.   references to "Regulation (EU) 2016/679" shall be interpreted as references to the Swiss Federal Act on Data Protection ("FADP");

b.   references to specific Articles of "Regulation (EU) 2016/679" shall be replaced with the equivalent article

or section of the FADP;

c.   references to "EU", "Union", "a Member State" and "Member State law" shall be replaced with references to "Switzerland" or "Swiss law", as applicable;

d.   the term "member state" shall not be interpreted in such a way as to exclude data subjects in Switzerland

from the possibility of accessing their rights;

e.   Clause 13(a) and Part C of Annex I are not used and the "competent supervisory authority" is the Swiss

Federal Data Protection Information Commissioner;

f.   the Clauses are governed by the law of Switzerland; and

g.   any dispute arising from the Clauses will be resolved by the courts of Switzerland.

United States

U.S. Privacy Laws Addendum

South Africa

1.   To the extent that LNRS is processing any personal information in scope of the South African Protection of Personal Information Act, No. 4 of 2013 (POPIA) for Customer, LNRS will further establish and maintain the security measures referred to in section 19 of POPIA.

2.   LNRS will notify Customer immediately where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorised person.

Data Protection Addendum

This Data Protection Addendum ("DPA") forms part of the agreement ("Agreement") between the LexisNexis Risk Solutions entity or entities ("LNRS") under which LNRS provides Customer or Licensee (as defined in the Agreement and hereinafter "Customer") and, if applicable, its Affiliates certain products or services ("Services") and in which this DPA is referenced.

I.   Definitions

1.   "Data Protection Laws" means all applicable privacy and data protection laws, rules, regulations, decrees,

orders and other government requirements.

2.   The terms "controller", "personal data", "processing" and "data subject" will have the same meanings ascribed to them in the Data Protection Laws, and where the Data Protection Laws use equivalent or corresponding terms, such as "personal information" instead of "personal data," they will be read herein as the same.

II.   Scope

This DPA applies to the processing of personal data each Party receives from the other and, if applicable, its Affiliates under the Agreement, excluding any personal data that either Party is processing on behalf of the other.

III.   Party Roles and Restrictions

1.   The Parties acknowledge that each separately and independently determines the purposes and means of processing and, therefore, each is an independent controller of the personal data. The Parties do not and will not process the personal data as joint controllers.

2.   Each Party will comply with its obligations under the Data Protection Laws, and each Party will be individually and separately responsible for its own compliance. Nothing in this DPA will modify any restrictions applicable to either Party's rights to use or otherwise process the personal data under the Agreement.

3.   Customer agrees that the personal data received by LNRS has been collected, transferred, and otherwise processed in accordance with the Data Protection Laws, including by providing information set out in the applicable LexisNexis Risk Solutions Processing Notice at   https://risk.lexisnexis.com/corporate/processing- notices.

4.   Customer agrees that LNRS is processing any authentication details, account data, usage data, service logs, and other personal data processed as necessary to provide, manage or secure the Services subject to the LexisNexis Risk Solutions Privacy Policy at https://risk.lexisnexis.com/corporate/privacy-policy.

5.   Customer agrees that personnel that are processing any personal data will receive appropriate privacy training (including as may be required by the Data Protection Laws).

IV.   Data Subject Rights

Each Party will be responsible for responding to inquiries from data subjects. Neither Party has any obligation to notify

the other of a request from a data subject or to respond on the other Party's behalf.

V.   Assistance

Each Party will cooperate with and assist the other as reasonably required to enable the other Party to comply with its obligation under the Data Protection Laws, taking into account the nature of processing and the information available to the Party.

VI.   Cross-border Transfer

Each Party will ensure that, to the extent that any personal data is transferred by the Party to another country, such transfer will be subject to appropriate safeguards that provide an adequate level of protection in accordance with the Data Protection Laws.

VII.   Jurisdiction-Specific Terms

To the extent that either Party is processing any personal data originating from or otherwise subject to the Data Protection Laws of any of the jurisdictions listed below, the terms specified therein with respect to the applicable jurisdiction(s) apply in addition to the foregoing terms

European Economic Area, United Kingdom and Switzerland

1.   To the extent that either Party transfers personal data from the European Economic Area ("EEA"), the United Kingdom ("UK") or Switzerland to the other Party located outside the EEA, UK or Switzerland, unless the Parties may rely on an alternative transfer mechanism or basis under the Data Protection Laws, the Parties will be deemed to have entered into the standard contractual clauses approved by the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021 available at http://data.europa.eu/eli/dec_impl/2021/914/oj ("Clauses") in respect of such transfer, whereby:

a.   the receiving Party is the "data importer" and the other Party is the "data exporter";

b.   Module One applies, Modules Two, Three and Four, the footnotes, Clause 11(a) Option and Clause 17 Option 2 are omitted, and the applicable annexes are completed respectively with the information set out in the DPA and the Agreement (as applicable);

c.   the "competent supervisory authority" is the supervisory authority in Ireland;

d.   the Clauses are governed by the law of Ireland;

e.   any dispute arising from the Clauses will be resolved by the courts of Ireland; and

f.   if there is any conflict between the terms of the Agreement and the Clauses, the Clauses will prevail.

2.   In relation to transfers of personal data from the UK, the Clauses as implemented under section 1 above will apply subject to the following modifications:

a.   the Clauses are amended as specified by Part 2 of the international data transfer addendum to the European Commission's standard contractual clauses issued under Section 119A of the UK Data Protection Act 2018, as may be amended or superseded from time to time ("UK Addendum");

b.   tables 1 to 3 in Part 1 of the UK Addendum are completed respectively with the information set out in the DPA and the Agreement (as applicable); and

c.   table 4 in Part 1 of the UK Addendum is completed by selecting "neither party".

3.   In relation to transfers of personal data from Switzerland, the Clauses as implemented under section 1 above will apply subject to the following modifications:

a.   references to "Regulation (EU) 2016/679" shall be interpreted as references to the Swiss Federal Act on Data Protection ("FADP");

b.   references to specific Articles of "Regulation (EU) 2016/679" shall be replaced with the equivalent article

or section of the FADP;

c.   references to "EU", "Union", "a Member State" and "Member State law" shall be replaced with references

d.   the term "member state" shall not be interpreted in such a way as to exclude data subjects in Switzerland

from the possibility of accessing their rights;

e.   Clause 13(a) and Part C of Annex I are not used and the "competent supervisory authority" is the Swiss

Federal Data Protection Information Commissioner;

f.   the Clauses are governed by the law of Switzerland; and

g.   any dispute arising from the Clauses will be resolved by the courts of Switzerland.

United States

U.S. Privacy Laws Addendum

Brazil

1.   Each Party shall:

a.   comply with its obligations under the Brazilian General Data Protection Law, nº 13.709 of 2018 (Lei Geral de Proteção de Dados Pessoais) (LGPD);

b.   shall keep a record of the personal data processing operations that it performs;

c.   appoint a data protection officer; and

d.   adopt security, technical and administrative measures capable of protecting personal data from unauthorized access and from accidental or unlawful destruction, loss, alteration, communication or any form of improper or illegal treatment, including applicable minimum technical standards as laid down by the national authority.

2.   To the extent that either Party transfers personal information from Brazil to the other Party located outside Brazil, the receiving Party will comply with the principles and the rights of the data subject and the regime of data protection provided under the LGPD.

U.S. Privacy Laws Addendum

This U.S. Privacy Laws Addendum forms part of the agreement (the "Agreement") between the LexisNexis entity ("LN") and the customer, subscriber, licensee or other partner and any applicable affiliate ("Customer") under which LN provides certain products or services (the "Services") and in which this U.S. Privacy Laws Addendum is referenced.

California

A.   To the extent that LN is processing on behalf of Customer any personal information in scope of the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020, and its implementing regulations (collectively, the "CCPA"):

1.   LN is prohibited from selling or sharing personal information it collects (as those terms are defined in the CCPA) pursuant to the Agreement;

2.   The specific business purpose (as that term is defined in the CCPA) for which LN is processing personal information pursuant to the Agreement is to provide, manage, operate and secure the Services, and Customer is disclosing the personal information to LN only for the limited and specified business purpose set forth in the Agreement;

3.   LN is prohibited from retaining, using, or disclosing the personal information that it collected pursuant to the Agreement for any purpose other than for the business purpose specified in the Agreement or as otherwise permitted by the CCPA;

4.   LN is prohibited from retaining, using, or disclosing the personal information that it collected pursuant to the Agreement for any commercial purpose (as that term is defined in the CCPA) other than the business purposes specified in the Agreement, unless expressly permitted by the CCPA;

5.   LN is prohibited from retaining, using, or disclosing the personal information that it collected pursuant to the Agreement outside the direct business relationship between LN and Customer, unless expressly permitted by the CCPA;

6.   LN is required to comply with all applicable sections of the CCPA, including – with respect to the personal information that LN collected pursuant to the Agreement – providing the same level of privacy protection as required of businesses by the CCPA;

7.   LN grants Customer the right to take reasonable and appropriate steps to ensure that LN uses the personal information that it collected pursuant to the Agreement in a manner consistent with Customer's obligations under the CCPA;

8.   LN is required to notify Customer after it makes a determination that it can no longer meet its obligations under the CCPA;

9.   LN grants Customer the right, upon notice, to take reasonable and appropriate steps to stop and remediate

LN's unauthorized use of personal information; and

10.   LN is required to enable Customer to comply with consumer requests made pursuant to the CCPA or Customer is required to inform LN of any consumer request made pursuant to the CCPA that they must comply with and provide the necessary information to LN to comply with the request.

B.   To the extent that either party sells to or shares with the other any personal information in scope of the CCPA:

1.   The purposes for which the personal information is made available to and by LN is to provide, manage, operate and secure the Services under the Agreement subject to the applicable party's applicable privacy policy;

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2.	The personal information is made available to the receiving party only for the limited and specified purposes set forth in the Agreement and is required to be used only for those limited and specified purposes;

3.	The receiving party is required to comply with applicable sections of the CCPA, including – with respect to the personal information that is made available to the receiving party – providing the same level of privacy protection as required of businesses by the CCPA;

4.	The disclosing party is granted the right – with respect to the personal information that is made available to LN – to take reasonable and appropriate steps to ensure that the receiving party uses the personal information in a manner consistent with the disclosing party's obligations under the CCPA;

5.	The disclosing party is granted the right, upon notice, to take reasonable and appropriate steps to stop and remediate unauthorized use of personal information made available to the receiving party; and

6.	The receiving party is required to notify the other party after it makes a determination that it can no longer meet its obligations under the CCPA.

Colorado, Connecticut, Montana, Oregon, Texas, Utah and Virginia

To the extent that LN is processing on behalf of Customer any personal data in scope of the Colorado Privacy Act, Connecticut Data Privacy Act, Montana Consumer Data Privacy Act, Oregon Consumer Privacy Act, Texas Data Privacy and Security Act, Utah Consumer Privacy Act and/or Virginia Consumer Data Protection Act, LN shall:

1.	Ensure that each person processing personal data is subject to a duty of confidentiality with respect to the data;

2.	At Customer's direction, delete or return all personal data to Customer as requested at the end of the provision of

the Services, unless retention of the personal data is required by law;

3.	Upon the reasonable request of Customer, make available to Customer all information in its possession necessary to demonstrate its compliance with the obligations under the foregoing laws;

4.	Allow, and cooperate with, reasonable assessments by Customer or Customer's designated assessor; alternatively, LN may arrange for a qualified and independent assessor to conduct an assessment of LN's policies and technical and organizational measures in support of the obligations under the foregoing laws using an appropriate and accepted control standard or framework and assessment procedure for such assessments. LN shall provide a report of such assessment to Customer upon request; and

5.	Engage any subcontractor pursuant to a written contract in accordance with the foregoing laws that requires the subcontractor to meet the obligations of LN with respect to the personal data;

and the parties shall, taking into account the context of the processing, implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk and establish a clear allocation of the responsibilities between them to implement the measures.